

1 Eugene K. Yamamoto (State Bar No. 112245)
2 LAW OFFICES OF EUGENE K. YAMAMOTO
3 Lakeside Regency Plaza
4 1555 Lakeside Drive, Suite 64
5 Oakland, CA 94612
6 Telephone: (510) 433-9340
7 Facsimile: (510) 433-9342

8 Attorneys for Secured Lienholder,
9 EIM-El Segundo,
10 A California limited partnership

11 UNITED STATES BANKRUPTCY COURT
12 NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION

13 In re

14 Azid Amiri,

15 Debtor.

Case No. 10-41570

Chapter 13

DECLARATION OF EMMA GARDNER IN
SUPPORT OF MOTION FOR
DETERMINATION THAT THE
AUTOMATIC STAY IS INAPPLICABLE
OR ALTERNATIVELY FOR RELIEF
FROM THE AUTOMATIC STAY, AND
FOR SANCTIONS

DATE: June 16, 2010

TIME: 10:30 a.m.

CTRM: 220

RS No: EKY-1

The Honorable Randall J. Newsome

16 I, Emma Gardner, declare and say:

17 1. I am the Administrative Assistant to the General Counsel for Dansk
18 Investments, Inc. ("Dansk"), which is the managing general partner of EIM-El Segundo, a
19 California Partnership ("EIM"). Part of my responsibilities for my job is to monitor
20 contracts and loans made by EIM, including, without limitation, a loan made by EIM to
21 Kang Property, Inc., a California corporation ("Kang, Inc.")

1 2. I have personal knowledge of the matters set forth in this Declaration,
2 except for the matters set forth upon information and belief, which I believe to be true,
3 and except for the facts that I have gleaned from the business records of EIM and
4 Dansk, which are maintained and kept daily in the ordinary, regular and usual course of
5 Lender's business ("Business Records"). I have full and complete access to the
6 Business Records. If called as a witness, I could and would competently testify to the
7 matters set forth herein.

8
9 3. From the Business Records I know that on or about July 14, 2004, Agoura
10 Associates Limited, a California limited partnership, through the use of a tax-deferred
11 1031 exchange accommodator, Timcor Financial Corporation, sold a gas station located
12 at 7920 Brentwood Blvd, Brentwood, CA ("Property") to Kang, Inc. for approximately
13 \$1,186,000. The transfer to Kang, Inc. was made pursuant to a Partnership Grant Deed
14 recorded in the Official Records of the Contra Costa Recorder's Office ("Recorder's
15 Office") as Document No. 2004-02777056-00. The sale and purchase of the Property
16 was financed, in part, by Kang, Inc obtaining two (2) loans, one from Kolto Merchant
17 Financial ("Kolto") and the second from EIM, secured by the Property. A true and correct
18 copy of the Partnership Grant Deed is attached hereto and incorporated herein by this
19 reference as Exhibit A.

20
21 4. I am informed and believe and thereon state that Kolto appears to be an
22 investment manager of some type. Kolto, holds a first priority deed of trust recorded
23 against the Property in the official records of the Contra Costa County Recorder's Office
24 ("Recorder's Office") on July 20, 2004 ("Kolto Trust Deed"), which secures a promissory
25 note held by Kolto in the original amount of \$650,000. There are numerous beneficiaries
26 listed on the Kolto Trust Deed including, without limitation, Bosco's Delicatessen Inc.
27 Profit Sharing Pension Plan Rollover, Nancy K. Austin, Inc. Profit Sharing Plan, A.

28

1 Marvin Brooks, M.D., Inc. profit Sharing Trust, Ronald L. Stern Profit Sharing Pension
2 Plan Rollover, David L. Berger, MD, Inc. Money Purchase Pension Plan, Louise S.
3 Wallace Trust dated October 29, 1993 and Janet L. Atwood.

4
5 5. EIM, holds a second priority Short Form Deed of Trust ("Deed of Trust")
6 dated July 14, 2004, and recorded on July 20, 2004, against the Property as Document
7 No. 2004-027758 in the official records of the Recorder's Office, which Deed of Trust
8 secures an Installment Note ("Note") dated July 14, 2004, in the initial principal amount
9 of \$345,000 executed by Kang, Inc. The Deed of Trust contains an absolute assignment
10 to EIM of all rents, issues and profits. True and correct copies of the Note and Deed of
11 Trust are attached hereto and incorporated by reference herein as Exhibits B,
12 respectively.

13
14 6. On or about October 21, 2004, Abolghassam H. Shahidi ("Shahidi"),
15 acquired a 50% interest in the Property pursuant to Grant Deed recorded on October 21,
16 2004. A true and correct copy of this Grant Deed is attached hereto and incorporated
17 herein by this reference as Exhibit C.

18
19 7. Beginning on February 20, 2009, and each month thereafter, Kang, Inc.
20 defaulted on the Note by failing to make the regular monthly loan payments of principal
21 and interest to EIM which are due each calendar month ("Regular Monthly Payments")
22 (collectively, the "Payment Defaults").

23
24 8. Despite written notice of the Payment Defaults from EIM to Kang Inc.,
25 Kang, Inc. failed to cure these Payment Defaults.

1 9. As a result of the Payment Defaults, on September 25, 2009, EIM
2 commenced a non-judicial foreclosure proceeding by recording a Notice of Default
3 ("Notice of Default") against the Property. A true and correct copy of the Notice of
4 Default that was recorded is attached hereto and incorporated herein by this reference
5 as Exhibit D.

6
7 10. On or about January 13, 2010, a Notice of Sale ("Notice of Sale") was
8 published and recorded in the Recorder's Office as Document No. 20100007294, setting
9 EIM's non-judicial foreclosure sale for February 16, 2010. A true and correct copy of the
10 Notice of Sale is attached hereto and incorporated herein by this reference as Exhibit E.

11
12 11. On February 12, 2010, just 4 days prior to EIM's foreclosure sale, Azad
13 Amiri ("Debtor"), filed the above-captioned Chapter 13 Bankruptcy Case listing himself in
14 the Chapter 13 Bankruptcy Petition as dba "Brentwood American Station".

15
16 12. Debtor's attorney, Thomas M. Swihart, Esq. ("Swihart"), sent written
17 notices to EIM or its affiliates and EIM's trustee under the Deed of Trust, First American
18 Title Company ("First American"), asserting that: (i) the Debtor is the successor in
19 interest to Kang Property, Inc. with regard to the Property; (ii) the Debtor is doing
20 business as Brentwood American Station; and (iii) that the automatic stay of Debtor's
21 Chapter 13 Case precluded the foreclosure sale. True and correct copies of the
22 facsimile and attached letters dated February 12, 2010, from Swihart to EIM are
23 attached hereto and incorporated herein as Exhibit F.

24
25 13. As a result of this bankruptcy notices and assertion by Swihart, First
26 American required EIM to obtain an order from this Court that either the automatic stay
27
28

1 did not apply to preclude the foreclosure sale or that EIM was given relief from the
2 automatic stay.

3
4 14. As a result of the foregoing, EIM has been required to retain counsel to
5 enforce its rights and protect its interests under the Loan Documents, and is now
6 incurring attorneys' fees and costs which are estimated to be in excess of \$7,000.00 by
7 the time of the hearing.

8
9 15. On or about April 14, 2010, pursuant to EIM's request, EIM's trustee under
10 the Deed of Trust, First American Title Company ("First American"), conducted a
11 Preliminary Title Search which indicated that Kang and Abolghassam H. Shahidi were
12 still the record title holders; the Debtor's name did not appear on the title to the Property.
13 In addition to the Kolto Trust Deed and EIM's Deed Of Trust, there are other liens
14 recorded against the Property totaling \$115,190.02, which include: (i) \$7,800.00 in
15 delinquent property taxes; (ii) judgment lien for \$2,537.00 recorded on January 10, 2007,
16 by Pepsi Bottling Company; (iii) judgment lien for \$2,371.00 recorded on February 3,
17 2009, by Northern California Collection Service; and a \$102,482.02 writ of attachment
18 lien recorded on April 3, 2009, by Ramos Oil Company (collectively, the "Other Liens").
19 The Preliminary Title Search is part of EIM's Business Records. A true and correct copy
20 of the relevant portions of the Preliminary Title Report is attached hereto and
21 incorporated herein by this reference as **Exhibit G**.

22
23 16. On or about April 12, 2010, I caused a UCC search to be run by CT
24 Solutions on Kang, Inc. The UCC search disclosed among other things that there are a
25 substantial number of judicial liens filed against Kang, Inc. with the California Secretary
26 of State and that there is active pending litigation against Kang, Inc. in the Superior
27 Court for the State of California for the county of Contra Costa (Martinez Division) Case
28

1 No. CIVMSC08-01996 ("Pending Litigation") and documents were filed as late as April 5,
2 2010 in the Pending Litigation. This UCC search is part of EIM's Business Records.
3 There is no disclosure of the judicial liens or the Pending Litigation in the Debtor's
4 Schedules or Statement of Affairs. A true and correct copy of the docket sheet for this
5 state court action is attached hereto and incorporated herein by this reference as
6 **Exhibit H.**

7
8 17. On or about April 21, 2010, I caused an on-line business search of the
9 California Secretary of State's office for Kang Property, Inc. The search discloses that
10 Sarbjit Singh Kang remains the agent for service of process for Kang Property, Inc. This
11 Secretary of State's office search is part of EIM's Business Records. A true and correct
12 copy of the results of the on-line business search are attached hereto and incorporated
13 herein as **Exhibit I.**

14
15 18. As of April 30, 2010, the amount to cure and reinstate the Note is
16 \$79,791.50, comprised of 15 Regular Monthly Payments in the amount of \$4,370.31,
17 late charges in the amount of \$3,059.22, bounced check fee of \$7.00, estimated
18 attorneys' fees and costs of \$7,000.00, and trustee's foreclosure fees and costs in the
19 estimated amount of \$3,952.12.

20
21 19. The entire amount of the Note is due and payable since it was accelerated
22 by the provisions of the Notice of Default. As of April 30, 2010, the amount required to
23 pay off the Loan is \$266,762.35, which is comprised of principal in the amount of
24 \$226,849.99, interest in the amount of \$21,941.90, late charges in the amount of
25 \$3,059.22, attorneys fees and costs in excess of \$7,000.00, and trustee's foreclosure
26 fees and costs in the estimated amount of \$3,952.12.

1 20. On or about March 3, 2010, the Debtor filed his Bankruptcy Schedules (the
2 Debtor commenced this case on February 12, 2010). The Debtor lists the Property with
3 a value of \$700,000.00 in its Schedule A. EIM believes that the actual value of the
4 Property is higher than the Debtor's ascribes. The Debtor also lists himself as holding
5 100% of the stock ownership of Kang, Inc. (in Schedule B, item 13) and tacitly admitted
6 that Kang, Inc. was the "titled owner" of the Property. The Debtor's Schedule D also lists
7 Kolto as having a secured claim in the amount of \$651,000.00. When Kolto's claim of
8 \$651,000, is added to EIM's claim of \$266,762.35, and added to the Other Liens totaling
9 \$115,190.02, the total liens against the Property exceeds \$1,132,952.37. These liens
10 clearly exceed the Debtor's \$700,000.00 valuation of the Property and there is no equity
11 in the Property for the Debtor or his estate. A true and correct copy of the referenced
12 portions of the Debtor's Schedules is attached hereto and incorporated by reference
13 herein as Exhibit J.

14
15 I declare, under penalty of perjury, under the laws of the United States, that the
16 foregoing is true and correct and that this Declaration was executed this 20th day of May,
17 2010, in Moorpark, California.

18
19 
20 Emma Gardner

22

RECORDING REQUESTED BY
First American Title Insurance Company
National Commercial Services

AND WHEN RECORDED MAIL TO:
Kang Property, Inc
911 Emerald Bay Road
South Lake Tahoe, CA 96150-6411

4

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2004-0277056-00

Acct 6- First American Title
Tuesday, JUL 20, 2004 08 00 00
S21 \$10 00 MIC \$1 00 MOD \$4 00
REC \$8 00 TCF \$3 00
Ttl Pd \$26.00

Nbr-0002245596

ENS/R2/1-4

Space Above This Line for Recorder's Use

A P N 016-150-025

File No NCS-64529-SAC1 (AT)

The Undersigned Grantor(s) Declare(s) DOCUMENTARY TRANSFER TAX
SURVEY MONUMENT FEE \$10 00

CITY TRANSFER TAX \$,

- [x] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[] unincorporated area, [x] City of Brentwood, and

PARTNERSHIP GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Agoura Associates Limited, a California Limited Partnership**

hereby GRANTS to **Kang Property, Inc., a California Corporation**

the following described property in the City of **Brentwood**, County of **Contra Costa**, State of **California**

PARCEL ONE:

All those certain Tracts or Parcels of land situated in the County of Contra Costa, State of California, said lands being a portion of Section 7, Township 1 North, Range 3 East, Mount Diablo Base and Meridian and particularly described as follows:

Commencing at the southwest corner of Section 7, Township 1 North, Range 3 East, Mount Diablo Base and Meridian, thence northerly along the westerly line of Section 7, North 0° 30' East, 527 6 feet, thence leaving the westerly line of Section 7, North 89° 42' East, 42 0 feet to the true point of beginning; thence North 89° 42' East, 110.0 feet, thence South 0° 30' West, 150 0 feet; thence South 89° 42' West, 110.0 feet; thence North 0° 30' East, 150.0 feet to the true point of beginning

EXCEPTING THEREFROM:

All oil, gas, minerals or other hydrocarbon substances in, upon, or under said real property, as reserved in the Deed from Diamond-D Development Company to George M Morris, et al, dated August 22, 1963, and recorded October 1, 1963 in Book 4461 of Official Records, at Page 253.

PARCEL TWO:

Mail Tax Statements To SAME AS ABOVE

277056

APN 016-150-025

Grant Deed - continued

File No NCS-64529-SAC1
(AT)

Date 07/13/2004

The right of way granted in the Deed from Alice Enterprises, Inc , a corporation, et al, to Knebworth Enterprises, Inc., a corporation, dated July 22, 1965, and recorded July 26, 1965 in Volume 4717 of Official Records, at Page 97, as follows:

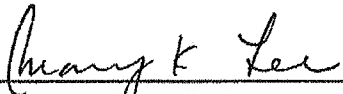
A right of way (not to be exclusive) as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, television service, electric light and power lines, whether below or above the surface of the ground, and for the purpose of draining water from adjoining land, either presently owned or hereafter acquired by the Grantee, together with the right to maintain, construct, operate, repair, alter, and replace said roadway and gas, water, oil and sewer pipes, electric light power, telephone and television lines over a strip of land described as follows:

Beginning at the northwest corner of Parcel One above, thence North 89° 42' East, 17.50 feet; thence North 0° 30' East, 64.0 feet, thence South 89° 42' West 175.0 feet; thence South 0° 30' West, 64 0 feet to the point of beginning

Dated 07/13/2004

Agoura Associates Limited, a California
Limited Partnership

By USA Petroleum Corporation, a
California corporation - General Partner


By ~~Kriston B. Qualls, Secretary~~
Mary K Lee, Treasurer

Page 2 of 3

277056

APN 016-150-025

Grant Deed - continued

File No NCS-64529-SAC1

(AT)

Date 07/13/2004

STATE OF California)SS
COUNTY OF Los Angeles)

On July 14, 2004, before
me, Kim PLATZ personally appeared
Mary K Lee

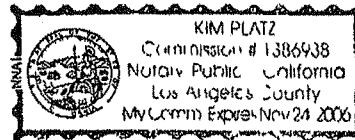
, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature Kim Platz

My Commission Expires Nov 24, 2006

This area for official
notarial seal



Notary Name Kim PLATZ Notary Phone 818-865-9200
Notary Registration Number 1386938 County of Principal Place of Business L.A.

277056

Illegible Notary Seal Declaration (Government Code 27361.7)

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows

Name of notary Kim Platz

Date Commission expires November 24, 2006


State CA

County Los Angeles

Place of execution of this declaration **City of Walnut Creek, Contra Costa County, California**

Date 7/15/2004

Signature



Agent for First American Title Insurance Company
Sydney Gould

END OF DOCUMENT

DO NOT DESTROY THIS NOTE:

When paid, this Note and the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance of the Deed of Trust will be made.

**INSTALLMENT NOTE
(INTEREST INCLUDED IN INSTALLMENT PAYMENT)**

\$345,000.00

July 14, 2004

File No. NCS-64529-SAC1

For value received, all of the undersigned (collectively referred to as "Maker"), jointly and severally promise to pay to **EIM-El Segundo, a California Limited Partnership** or order ("Holder"), at **30101 Agoura Ct. Suite 200, Agoura Hills, CA 91301-4311** or as directed otherwise in writing by Holder, the principal sum of **three hundred forty five thousand Dollars (\$345,000.00)**, with interest from the 20 day of **July, 2004** on the amounts of principal remaining from time to time unpaid, until said principal sum is paid in full, at the rate of **Nine per cent (9.00%)** per annum. Maker shall pay in equal **Monthly** installments of **four thousand three hundred seventy and 31/100 Dollars (\$4,370.31)** or more on the same day each and every **Month**, beginning on the 20 day of **August, 2004**, and continuing until the 20 day of **June, 2014**, at which time the entire unpaid principal and any accrued interest is all due and payable in full.

If the Maker shall sell, convey or alienate the property as described in the Deed of Trust (defined below), or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Holder being first had and obtained, Holder shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

On any payment not made within 10 days of its due date, there shall be a due and payable a late charge of 5% of the amount due.

If this Note requires a balloon payment, this Note may be subject to California Civil Code Section 2966 which provides that the Holder of this Note shall give written notice to the Maker as the trustor of the Deed of Trust, or his/her successor in interest, of prescribed information at least ninety (90) and not more than one hundred and fifty (150) days before any balloon payment is due.

All payments under this Note shall be made in lawful money of the United States of America. Payments shall be credited first against any costs or expenses due under this Note, then to accrued interest, and finally to principal. The principal amount of this Note may be prepaid, in whole or in part, at any time without penalty, in which event, interest shall cease to accrue on the portion of the principal so prepaid. Should any amount under this Note not be paid when due, then all remaining principal and accrued interest shall become immediately due and payable at the option of Holder. In no event shall the interest rate charged under this Note exceed the maximum rate permitted under applicable law.

Continued on Page 2

Page 1

INSTALLMENT NOTE SECURED BY DEED OF TRUST

INSTALLMENT NOTE
(INTEREST INCLUDED IN INSTALLMENT PAYMENT)

\$345,000.00

File No. **NCS-64529-SAC1**

Should suit on this Note or foreclosure of the Deed of Trust (defined below) be commenced, Maker agrees to pay the costs of foreclosure and such additional sums as a court may adjudge reasonable as attorney's fees in any suit.

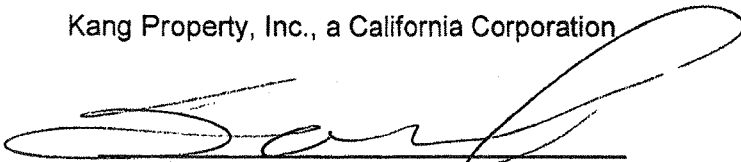
This Note shall be construed in accordance with the laws of the State of California. Any alteration, change or modification of or to this Note, in order to become effective, shall be made by written instrument executed by both Maker and Holder.

This Note is secured by a deed of trust of even date herewith to **First American Title Company**, as trustee ("Deed of Trust").

THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY.
IT IS RECOMMENDED THAT YOU CONSULT YOUR LEGAL COUNSEL
BEFORE EXECUTING OR ACCEPTING THIS DOCUMENT.

"Maker"

Kang Property, Inc., a California Corporation



By: Sarbjit Singh Kang, President

RECORDING REQUESTED BY

First American Title Insurance Company
National Commercial Services

AND WHEN RECORDED MAIL TO:

EIM-EI Segundo
30101 Agoura Ct. Suite 200
Agoura Hills, CA 91301-4311



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder

DOC- 2004-0277058-00

Acct 6- First American Title

Tuesday, JUL 20, 2004 08:00:00

MIC \$2.00 MOD \$5.00 REC \$14.00

TCF \$4.00 DAF \$1.80 REF \$0.20

Ttl Pd \$28.00

Nbr-0002245712

ENS/R2/2-5

A.P.N.: 016-150-025

File No.: NCS-64529-SAC1 (AT)

**DEED OF TRUST AND ASSIGNMENT OF RENTS
(Short Form)**

* *Deed of Trust recording
concurrently
herewith*

THIS DEED OF TRUST, made this **July 14, 2004**, between

TRUSTOR: **Kang Property, Inc., a California Corporation**

whose address is **911 Emerald Bay Road, South Lake Tahoe, CA 96150-6411**,

TRUSTEE: **First American Title Company, a California Corporation**

and BENEFICIARY: **EIM-EI Segundo, a California Limited Partnership**

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of **Brentwood, Contra Costa** County, State of **California**, described as:

PARCEL ONE:

All those certain Tracts or Parcels of land situated in the County of Contra Costa, State of California, said lands being a portion of Section 7, Township 1 North, Range 3 East, Mount Diablo Base and Meridian and particularly described as follows:

Commencing at the southwest corner of Section 7, Township 1 North, Range 3 East, Mount Diablo Base and Meridian, thence northerly along the westerly line of Section 7, North 0° 30' East, 527.6 feet; thence leaving the westerly line of Section 7, North 89° 42' East, 42.0 feet to the true point of beginning; thence North 89° 42' East, 110.0 feet; thence South 0° 30' West, 150.0 feet; thence South 89° 42' West, 110.0 feet; thence North 0° 30' East, 150.0 feet to the true point of beginning.

EXCEPTING THEREFROM:

All oil, gas, minerals or other hydrocarbon substances in, upon, or under said real property, as reserved in the Deed from Diamond-D Development Company to George M. Morris, et al, dated August 22, 1963, and recorded October 1, 1963 in Book 4461 of Official Records, at Page 253.

PARCEL TWO:

The right of way granted in the Deed from Alice Enterprises, Inc., a corporation, et al, to Knebworth Enterprises, Inc., a corporation, dated July 22, 1965, and recorded July 26, 1965 in Volume 4717 of Official Records, at Page 97, as follows:

A right of way (not to be exclusive) as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, television service, electric light and power lines, whether below or above the surface of the ground, and for the purpose of draining water from adjoining land, either presently owned or hereafter acquired by the Grantee, together with the right to maintain, construct, operate, repair, alter, and replace said roadway and gas, water, oil and sewer pipes, electric light power, telephone and television lines over a strip of land described as follows:

Beginning at the northwest corner of Parcel One above; thence North 89° 42' East, 17.50 feet; thence North 0° 30' East, 64.0 feet; thence South 89° 42' West 175.0 feet; thence South 0° 30' West, 64.0 feet to the point of beginning.

This Deed of Trust is given to secure a portion of the purchase price.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of \$345,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Venutra	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego	Series 2 Book 1961, Page 183887					Yuba	334	486

(which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

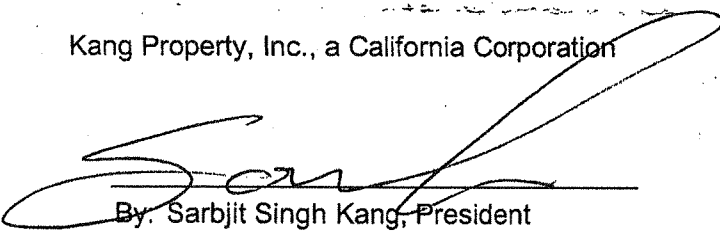
NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

Dated: July 14, 2004

Signature of Trustor(s)

Kang Property, Inc., a California Corporation



By: Sarbjit Singh Kang, President

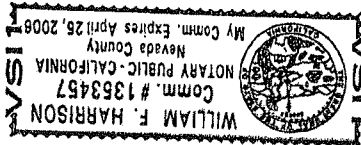
STATE OF California }
 } ss.
COUNTY OF BLAND }

On JULY 14, 2004, before me, WILLIAM F. HARRISON
personally appeared SARISIV SINGH KANGA, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

This area for official
notarial seal

Signature

My Commission Expires: APRIL 25, 2006Notary Name: WILLIAM F. HARRISONNotary Phone: 530-268-2243Notary Registration Number: 1353457County of Principal Place of Business: NEVADA

277058

A.P.N. 016-150-025

Deed of Trust
and Assignment of Rents (Short Form) - continued

July 13, 2004
File No.: NCS-64529-SAC1 (AT)

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: First American Title Company, a California Corporation, **Trustee**

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

By _____

By _____

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

Short Form

DEED OF TRUST FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION
WITH POWER OF SALE
INDIVIDUAL

END OF DOCUMENT

3

Page 5

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW, MAIL TAX
STATEMENTS TO

Kang Property, Inc.

61 Chilpancingo Parkway, 2nd Flo

Pleasant Hill, CA 94523

APN 016-150-025

SPACE ABOVE THIS LINE FOR RECORDER'S USE



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2004-0404975-00

Thursday, OCT 21, 2004 14 51 14

S21 \$10 00 CPY \$2 00 MIC \$1 00
MOD \$2 00 REC \$6 00 TCF \$1 00

Ttl Pd \$22.00

Nbr-0002391284

1rc/R9/1-2

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 816

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale

() Unincorporated area () City of _____, and

By this instrument dated 10-20-2004, for a valuable consideration

Kang Property, Inc., a California corporation

hereby GRANTS to Kang Property, Inc., as to an undivided 50%
interest, and to Abolghassam H. Shahidi, an unmarried
man, as to an undivided 50% interest, all as tenants in common

the following described real property in the City of Brentwood
County of Contra Costa, State of California

PER LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF

STATE OF CALIFORNIA,
COUNTY OF Contra Costa) ss
On 10-20-2004 before me,
Richard A. Stoll, personally appeared
Sarbjit Kang

Kang Property, Inc.
Sarbjit Kang
By: Sarbjit Kang, President

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument
WITNESS my hand and official seal



Signature [Signature]

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY IS SHOWN, MAIL AS
DIRECTED ABOVE

(Name)

(Street Address)

(City & State)

Exhibit "A"

404975

PARCEL ONE:

All those certain Tracts or Parcels of land situated in the County of Contra Costa, State of California, said lands being a portion of Section 7, Township 1 North, Range 3 East, Mount Diablo Base and Meridian and particularly described as follows:

Commencing at the southwest corner of Section 7, Township 1 North, Range 3 East, Mount Diablo Base and Meridian, thence northerly along the westerly line of Section 7, North 0° 30' East, 527.6 feet, thence leaving the westerly line of Section 7, North 89° 42' East, 42.0 feet to the true point of beginning, thence North 89° 42' East, 110.0 feet; thence South 0° 30' West, 150.0 feet, thence South 89° 42' West, 110.0 feet, thence North 0° 30' East, 150.0 feet to the true point of beginning.

EXCEPTING THEREFROM:

All oil, gas, minerals or other hydrocarbon substances in, upon, or under said real property, as reserved in the Deed from Diamond-D Development Company to George M. Morris, et al, dated August 22, 1963, and recorded October 1, 1963 in Book 4461 of Official Records, at Page 253.

PARCEL TWO.

The right of way granted in the Deed from Alice Enterprises, Inc., a corporation, et al, to Knebworth Enterprises, Inc., a corporation, dated July 22, 1965, and recorded July 26, 1965 in Volume 4717 of Official Records, at Page 97, as follows:

A right of way (not to be exclusive) as an appurtenance to Parcel One above, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for telephone, television service, electric light and power lines, whether below or above the surface of the ground, and for the purpose of draining water from adjoining land, either presently owned or hereafter acquired by the Grantee, together with the right to maintain, construct, operate, repair, alter, and replace said roadway and gas, water, oil and sewer pipes, electric light power, telephone and television lines over a strip of land described as follows:

Beginning at the northwest corner of Parcel One above; thence North 89° 42' East, 17.50 feet; thence North 0° 30' East, 64.0 feet; thence South 89° 42' West 175.0 feet; thence South 0° 30' West, 64.0 feet to the point of beginning.

APN 016-150-025

END OF DOCUMENT

12 RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

First American
Title Insurance Company
4380 La Jolla Village Drive
Suite 200
San Diego, CA 92122

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2009-0227842-00
Check Number
Friday, SEP 25, 2009 14:35:00
MOD \$2.00:REC \$6.00:FTC \$1.00
DAF \$2.70:REF \$0.30:RED \$1.00
Ttl Pd \$13.00 Nbr-0000267283
rrc/RL/1-2

Space above this line for recorder's use only

Trustee Sale No. 412066 Loan No. Title Order No.

**IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$36,710.60 as of 09/20/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise;

412066-44

Trustee Sale No. 412066 Loan No. Title Order No.

or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in this paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: EIM-EI Segundo
c/o Dansk Investment Group
6591 Collins Drive, Suite E-11
Moorpark, CA. 93021
Attn: Emma Gardner (805) 299-8218

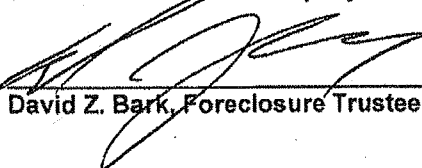
If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: First American Title Company is the duly appointed Trustee under a Deed of Trust dated 07/14/2004, executed by Kang Property, Inc., as Trustor, to secure obligations in favor of EIM-EI Segundo, a California Limited Partnership, as Beneficiary Recorded on July 20, 2004 as Instrument Number 2004-0277058-00 of official records in the Office of the Recorder of Contra Costa County, California, as more fully described on said Deed of Trust. Including the note(s) for the sum of \$345,000.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: **THE MONTHLY INSTALLMENT WHICH BECAME DUE 02/20/2009 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES.**

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATE: 9/23/09

First American Title Company



David Z. Bark, Foreclosure Trustee

END OF DOCUMENT